

SAMPLE

AYERS AUCTION & REAL ESTATE

Founded 1957

A Market Alliance Member

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CONTRACT FOR SALE OF REAL ESTATE

HEREBY AGREES TO PURCHASE AND
Miller Energy Consultants LLC
HEREBY AGREES TO SELL THE FOLLOWING DESCRIBED REAL ESTATE /

DATE 10/27/20
W.D. 556
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PROPERTY LOCATION

House No. _____ Street Whetstone Rd Co. Map 173-00-00-023.01
City Williamsburg County Whitley State Ky Group _____
Lot No. _____ Block _____ Subdivision _____ Parcel _____

Buyer and Seller hereby agree to the following terms and conditions:

1. \$ _____ is hereby deposited by buyer with Ayers Auction & Real Estate Company as earnest money and will apply to purchase price of \$ _____
2. Balance of \$ _____ shall be paid as follows: _____
3. Sale is subject to the following terms and conditions: Cash at closing
Property has not been surveyed being sold deed to deed transfer, Tax map shows acreage, 59 +/- acres.
4. Earnest money shall be deposited in Ayers Auction & Real Estate Company's Escrow Account.
5. Sale is subject to any and all easements for roads, utilities, drainage, right-of-ways and restrictive covenants.
6. Title shall be made by warranty deed or _____
7. Sale shall be closed within 30 days
8. seller shall pay current taxes.
9. Taxes shall be prorated as of seller to pay 2020 taxes
10. Seller Expenses: Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs, and applicable recording costs; Seller's closing fee, document preparation fee and/or attorney's fee; fee for preparation of deed; and notary fee on deed.
Buyer Expenses: Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fee; preparation of note, deed of trust, and any loan expenses.
11. Possession on or before closing
12. Make deed to _____
13. It is expressly agreed by and between the parties that Ayers Auction & Real Estate, does not make representation with regard to (a) Parties in possession; (b) deficiencies in quantities of land; (c) boundary lines; (d) roadways; (e) easements; (f) condition or state of repair of subject property; (g) water or drainage problems; (h) payment or non-payment of real property taxes; (i) release of any mortgage or lien; or (j) any other matter or condition regarding subject property of whatsoever type of nature.
14. No representations or warranties about the condition of the property has been made unless stated herein. It is agreed that the purchaser is buying the property on an "as is" basis. It is the sole responsibility of the buyer to inspect the above property prior to closing or possession, whichever comes first and the buyer agrees that he has not relied upon any representation made by Ayers Auction & Real Estate or it's agents in describing the property.
15. Earnest money shall be forfeited if buyer fails to complete terms of contract.
16. Time Limit of Offer: This offer may be withdrawn at any time before acceptance with notice; Offer terminates if not countered or accepted by _____ o'clock a.m./ p.m. on the _____ day of _____ of 20____.

Buyer and Seller, having read and understood this contract, hereby set their hand.

AYERS AUCTION & REAL ESTATE

BY: _____ Buyer _____ Date/Time _____
Buyer _____ Date/Time _____

Address & Phone No. of Buyer

SELLER HEREBY:

- ACCEPTS- accepts this offer.
- COUNTERS- accepts this offer subject to the attached Counter Offer(s).
- REJECT this offer and makes no counter offer.

SELLER _____

SELLER _____

_____ at _____ o'clock am/pm.

_____ at _____ o'clock am/pm